

AWARD DATA

Orders May Be Placed Through 6/9/2011

Reforestation Services, Indefinite-Delivery, Indefinite-Quantity
Multiple-Award

Ordering Agencies:
BLM

Ordering procedures:

Both price and past performance for both contracts must be considered prior to placement of each task order (see FAR 16.505 and contract clause F.1.0). BLM's past performance evaluations are set forth in the following table.

Contract No. HAC085A00 Contractor: GE Forestry, Inc. 5315 McLoughlin Dr. Central Point, OR 97502 Contact: Esteban Gonzalez Phone: 541-857-1106 FAX: 541-858-4163 Maximum TO limit \$250,000 Maximum 30 day limit \$500,000 Past Performance: Good	Contract No. HAC085B00 Contractor: Pacific Oasis, Inc. 1575 E. Nevada St. Ashland, OR 97520 Contact: Stephen Dodds Phone: 541-488-4287 FAX: 541-482-1956 Maximum TO limit \$100,000 Maximum 30 day limit \$250,000 Past Performance: Good
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BLM contact: Sherry Marshall, Contracting Officer, 503-808-6217

For Section D attachments and contractors' proposals contact Jessica Clark at 503-808-6226.

Amendment No. 1 has been incorporated into text.

Past performance definitions:

Outstanding -- Very comprehensive, in depth, work. Consistently meets standards with no omissions. Consistently high quality performance can be expected.

Excellent -- Extensive, detailed work for all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than excellent performance might be expected.

Good -- No deficiencies noted. Better than acceptable performance can be expected but in some significant areas there is an unevenness or spottiness which might impact on performance.

Fair -- Generally meets minimum requirements but there is no expectation of better than acceptable performance; deficiencies are confined to areas with minor impact on performance and can be corrected.

Poor -- Fails to meet one or more minimum requirements; deficiencies exist in significant areas but can be corrected, or serious deficiencies exist in areas with minor impact.

SECTION A - CONTINUATION OF STANDARD FORM 1449

<u>Sub-Item</u>	<u>Treatment Description Tree/Acre Range</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A1	<u>Cut Holes/Plant</u> - 250-350 holes/acre	200	AC	\$_____	\$_____
B	<u>Spring/Fall Tree Planting</u>				
B1	150-350 TPA	800	AC	\$_____	\$_____
B2	351-500 TPA	800	AC	\$_____	\$_____
B3	501-650 TPA	800	AC	\$_____	\$_____
C	<u>Fertilizer Installation</u>				
C1	150-350 TPA	800	AC	\$_____	\$_____
C2	351-500 TPA	800	AC	\$_____	\$_____
C3	500-650 TPA	800	AC	\$_____	\$_____
D	<u>Vexar Tube Installation</u>				
D1	150-350 TPA	200	AC	\$_____	\$_____
D2	351-500 TPA	200	AC	\$_____	\$_____
D3	501-650 TPA	200	AC	\$_____	\$_____
E	<u>Tree Shade Installation</u>				
E1	150-350 TPA	100	AC	\$_____	\$_____
E2	351-500 TPA	100	AC	\$_____	\$_____
E3	501-650 TPA	100	AC	\$_____	\$_____
F	<u>Mulch Installation</u>				
F1	150-350 TPA	200	AC	\$_____	\$_____

SECTION A - CONTINUATION OF STANDARD FORM 1449

F2	351-500 TPA	200	AC	\$_____	\$_____
F3	501-650 TPA	200	AC	\$_____	\$_____
G	<u>Vexar Tube and/or Wire Removal</u>				
G1	0 - 150 TPA	200	AC	\$_____	\$_____
G2	151-350 TPA	200	AC	\$_____	\$_____
H	<u>Maintenance Radius Brushing with Spacing of Conifers</u>				
H1	220 ACT 14' X 14' spacing				
H1A	Level I	400	AC	\$_____	\$_____
H1B	Level II	400	AC	\$_____	\$_____
H1C	Level III	400	AC	\$_____	\$_____
H1D	Level IV	400	AC	\$_____	\$_____
H2	170 ACT 16' X 16' spacing				
H2A	Level I	400	AC	\$_____	\$_____
H2B	Level II	400	AC	\$_____	\$_____
H2C	Level III	400	AC	\$_____	\$_____
H2D	Level IV	400	AC	\$_____	\$_____
I	<u>Maintenance Brushing without Spacing of Conifers</u>				
I1	Level I	600	AC	\$_____	\$_____
I2	Level II	600	AC	\$_____	\$_____
I3	Level III	600	AC	\$_____	\$_____

SECTION A - CONTINUATION OF STANDARD FORM 1449

I4	Level IV	600	AC	\$_____	\$_____
J	<u>Conifer Spacing with 100 % Maintenance Brushing</u>				
J1	680 ACT 8' X 8' spacing				
J1A	Level I	500	AC	\$_____	\$_____
J1B	Level II	500	AC	\$_____	\$_____
J1C	Level III	500	AC	\$_____	\$_____
J1D	Level IV	500	AC	\$_____	\$_____
J2	435 ACT 10' X 10' spacing				
J2A	Level I	500	AC	\$_____	\$_____
J2B	Level II	500	AC	\$_____	\$_____
J2C	Level III	500	AC	\$_____	\$_____
J2D	Level IV	500	AC	\$_____	\$_____
J3	300 ACT 12' X 12' spacing				
J3A	Level I	500	AC	\$_____	\$_____
J3B	Level II	500	AC	\$_____	\$_____
J3C	Level III	500	AC	\$_____	\$_____
J3D	Level IV	500	AC	\$_____	\$_____
J4	220 ACT 14' X 14' spacing				
J4A	Level I	500	AC	\$_____	\$_____
J4B	Level II	500	AC	\$_____	\$_____

SECTION A - CONTINUATION OF STANDARD FORM 1449

J4C	Level III	500	AC	\$_____	\$_____
J4D	Level IV	500	AC	\$_____	\$_____
K	<u>Pruning Sugar Pine Lower Limbs</u>				
K1	1 - 75 TPA	500	AC	\$_____	\$_____
K2	76 - 150 TPA	500	AC	\$_____	\$_____
K3	151 - 300 TPA	500	AC	\$_____	\$_____
TOTAL AMOUNT Subitems A through K (All or None)					\$_____

AC = Acre

ACT = Acceptable crop/leave trees

Est. = Estimated

TPA = Trees per acre

Qty = Quantity

SECTION A – CONTINUATION OF STANDARD FORM 1449

PERFORMANCE TIME:

Subitem A, H, I, and J - One (1) calendar day for each 6 acres

Subitem B - One (1) calendar day for each 15 acres

Subitem C - One (1) calendar day for each planting unit ordered

Subitem D, E, F, and G - One (1) calendar day for each 24 acres

Subitem K - One (1) calendar day for each 10 acres

ESTIMATED START WORK DATE: May 1, 2008

This is a three-year indefinite-delivery, indefinite-quantity contract for reforestation services primarily in southwestern Oregon. The quantities listed are the estimated acres anticipated to be ordered by the Bureau of Land Management throughout the contract. Task orders may be placed by contracting officers in the BLM Oregon State Office or the Medford District Office for requirements in the Glendale Resource Area.

Subitems A through G unit prices are for Level I Work, except for Subitem H. Maintenance Radius Brushing with Spacing of Conifers, Subitem I. Maintenance Brushing without Spacing of Conifers, and subitem J, Conifer Spacing with 100% Maintenance Brushing. A separate unit price for each Level on subitems H, I, and J.

Offerors shall enter a unit price for each subitem listed below, and then multiply the unit price by the estimated quantity to obtain the total amount. These prices will be used to determine the price for each task order.

ANNUAL ECONOMIC PRICE ADJUSTMENT: Offerors wishing to propose revised prices in successive years will state in the spaces below the economic price adjustment percentages to be used by the Government to compute future year prices, to be effective for the second, third, fourth, and fifth year. For instance, a 3% economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded annually. If no percentage is entered, future year prices will be the same as base year prices. Offerors economic price adjustment percentage(s):

2nd Year _____

3rd Year _____

EVALUATION FOR AWARD

For evaluation purposes only, award will be based on the total of all listed subitems for the base year plus the economic price adjustment percentages for the additional years. Award will be made on an all-or-none basis. Award will not be made for less than a total of all quantities as set forth in the Schedule of Items.

The Government may elect to make single or multiple contract awards to two or more sources under this solicitation in accordance with Section L, Instructions, Conditions, and Notices to Offeror, Provision 52.216-27.

SECTION A – CONTINUATION OF STANDARD FORM 1449

TASK ORDERS

After award, task orders may be placed by the Government. Task orders will be awarded based on a combination of awarded Contractors' prices and past performance.

All task orders will be placed no later than three years from the date of contract award. Prices for the base year will be effective for one year from the date of contract award. Prices for subsequent years will be effective the first day after the anniversary date of contract award. The Estimated Start Work Date on the task order will determine the task order prices. The total value of all task orders of all awarded contracts will not exceed \$4,000,000.

LEVELS OF DIFFICULTY

The levels of difficulty for all Subitems are defined in Section B.2.0 of the specifications. The Sample Task Order (See Section D) is a sample order and given for illustration only. Unlisted units may be ordered, at which time a difficulty rating will be assigned based on the rating standards. Maps will be provided.

MINIMUM GUARANTEE

The minimum guarantee under each contract awarded will be the Contractor's maximum task order limitation up to a maximum of \$30,000 (even if the Contractor's maximum task order limitation is higher).

MAXIMUM TASK ORDER LIMITATION

The Contractor's maximum task order limitation is \$_____ (Insert task order limitation. Maximum is \$100,000 if no amount is shown.).

The Contractor may limit the maximum dollar value of task orders it is willing to accept from all ordering offices within a 30-calendar day period. The Contractor's maximum limitation for a 30-calendar day period is \$_____ (Insert order limitation. Maximum is \$250,000 if no amount is shown.)

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

SECTION A – CONTINUATION OF STANDARD FORM 1449

REFER TO SECTION C, CLAUSES:

- 52.216-18 ORDERING
- 52.216-19 TASK ORDER LIMITATIONS
- 52.216-22 INDEFINITE QUANTITY
- 1452.228-70 LIABILITY INSURANCE (NOTE: Liability Insurance is required)

SECTION B - CONTINUATION OF STANDARD FORM 1449 – TECHNICAL
SPECIFICATIONS APPLICABLE TO LEVEL OF DIFFICULTY,
INDEFINITE-DELIVERY, INDEFINITE-QUANTITY REFORESTATION
CONTRACT

B.1.0 GENERAL

B.1.1 Introduction

B.1.1.1 The Bureau of Land Management (BLM) is contracting for land treatment services as an integrated approach to reforestation and young stand management. Manual methods of accomplishing multiple treatments will be required on a wide variety of reforestation units varying in both complexity and quantities. The indefinite quantities feature of this contract provides for the ability to order specific treatments on additional units at a predetermined price from the Schedule of Items. Additional acres may be added up to the maximum not-to-exceed dollar amount as specified in the contract, with the Contractor being issued task orders to furnish the required services.

B.1.1.2 This contract requires planting seedlings and fertilization installation, scalping and mulching around conifer seedlings to reduce vegetative competition, and installation of seedling protection. Cutting of brush, hardwoods and thinning of surplus conifers will be required to reduce competition in overstocked plantations. Conifer seedlings and saplings shall be released by cutting most small diameter hardwoods and shrubs away from them and girdling larger hardwoods. The contract also requires the removal of previously installed maintenance and protection treatments that are no longer required. Lower limbs of Sugar Pine will also be pruned.

B.1.2 Background - The BLM project areas are reforestation units that have occurred due to past timber harvesting or wildland fires. The development of these units occurred 1 to 25 years ago. These units were either planted with seedlings, aerial or hand seeded or natural regeneration. Past silviculture practices included: planting, spot and broadcast burning, scarification, herbicide use for grass and brush control, scalping, mulching, vexar tubing, shading and netting, and manual vegetation competition control. These methods were used for seedling survival and helped establish healthy, vigorous seedling/sapling plantations.

B.1.3 Description of Project Units - The proposed project includes reforestation units that range in size from 1-200 acres, although most units are in the 10 to 40 acre range. Project units are between 1,100 and 5,500 foot elevation. Topography is gentle to steep (10-90% slope), although most units are more steep than not. Vegetation types occurring in the reforestation units are generally associated with shrubs and hardwoods such as Pacific rhododendron, Pacific madrone, tanoak, liveoak, ceanothus, salal, and poison oak.

- B.1.4 Location of Project Areas - The work will be performed primarily in southwestern Oregon, within 45 miles of Glendale, Oregon. The specific location of sample task order projects are shown on the maps located in Section D.
- B.1.5 Boundaries - Boundaries of units and subunits are marked by orange paint and timber sale posters, fire lines and recently burned areas, timber stands, by roads or other man made or natural features, property line boundaries, or yellow flagging where clearly designated unit areas are not obvious, or as specified on the unit maps in Section J.
- B.1.6 Access
- B.1.6.1 Project areas are accessible by graveled or natural-surfaced roads, which may require four-wheel drive vehicles. Natural-surfaced roads may be impassable for several days after heavy rains or snow-blocked during the winter months. Standard access will include up to one-half (1/2) mile foot travel to the unit boundary. Most of the units will require less than one-quarter (1/4) mile walking distance.
- B.1.6.2 Contractors accessing project areas via private land shall obtain permission from the landowner to travel over private lands before proceeding to start work on any project unit accessed through private land. The Contractor shall provide the Contracting Officer's Representative (COR) a written statement or written documentation of verbal approval given by a named person on a stated date and time that the Contractor has been granted permission to travel over private lands.
- B.1.6.3 If an all-terrain vehicle is used, it shall be of such design that it will travel over rough, uneven terrain and not create wheel ruts and channels. The vehicle shall be approved by the COR prior to use.
- B.1.7 Road Gates - Some project units are beyond locked gates that may require a key for access. Access behind locked gates shall be for the purpose of conducting work under this contract only. Gates with locks shall be locked immediately after entry or exit by the Contractor for each project unit. Keys may be issued to the Contractor by the COR at the BLM, Medford District Office. Supplying the Contractor a key for access is at the discretion of the COR. Gate keys shall be returned to the COR or Project Inspector (PI) within 5 days of completing unit(s) work. A charge of \$50.00 will be assessed for each gate key not returned in a usable condition and will be deducted from the final payment for the Task Order.
- B.1.8 When two or more locks are present on a gate, the Contractor shall secure the lock so that access is not restricted nor prevent the unlocking of other locks on the gate.
- B.1.9 Unique Features of Project
- B.1.9.1 No-cut treatment zones or reserve areas may be present within the units or project areas. No-treatment areas identified on project maps are excluded from unit acreage

for payment purposes. No-treatment areas not identified on project maps will be included in unit acreage for payment purposes.

- B.1.9.2 Riparian areas within the unit boundary may be identified as areas of no treatment. These areas will be identified on the Task Order map, but will not be flagged or otherwise identified within the unit.
- B.1.9.3 Treatment shall not be done in roadways excluded from the contract as shown on the project maps in Section D.
- B.1.9.4 Pacific yew trees shall not be cut, damaged, or considered to be an acceptable crop/leave tree as defined in B.2.0 Definitions. Live Pacific yew trees found in an inspection plot will not be counted for determining payment. However, Pacific yew trees found cut or damaged in an inspection plot will be counted as cut crop/leave trees for purposes of determining payment.
- B.1.9.5 Trees used as bearing trees or any tree blazed or tagged to mark the line of any Government survey, shall not be cut or destroyed under penalty of law. Trees with reference tags or posters identifying BLM projects, or trees with orange paint shall not be cut or damaged.

B.2.0 DEFINITIONS

Acceptable Crop/ Leave Tree - Also called Acceptable Leave Tree. Any live conifer seedling, natural or planted, which meets the following conditions:

Conifers Under Three Feet in Height:

- a. Survived at least one growing season.
- b. At least eight (8) inches tall.
- c. Has no damage to the main stem.
- d. Is not chlorotic and is disease free.
- e. Demonstrates good vigor.

Conifers Greater Than Three Feet in Height:

- a. Minimum four (4) inches terminal leader with 40% live crown ratio.
- b. Non-chlorotic, light or dark green with very little or no yellowish tint.
- c. Undamaged top.
- d. Free of visible disease, cankers, fire damage, or blister rust.
- e. Demonstrates good form and vigor.
- f. No multiple tops.

Acceptable Crop/ Leave Tree for Maintenance Radius Brushing with Spacing of Conifers - Subitem H. Only - In the absence of trees that meet the above definition

for an Acceptable Crop/ Leave Tree, include any live conifer seedling, natural or planted, that is at least six (6) inches tall.

Bare-root Seedling - A tree seedling (conifer or hardwood) grown from one to three years at a seedling nursery. Most soil is removed from the roots before the seedlings are packed for shipment.

Bearing Tree - A tree that is used as a reference monument to locate a property corner.

Brush - Vegetation consisting of shrub species with single or multi-stems originating at, or near ground level, not normally reaching twenty (20) feet in height. Examples include but are not limited to: blackberry, California hazel, manzanita, salal, creambrush oceanspray, poison oak, honeysuckle, tan oak and Ceanothus species.

Canker - A diseased infection site caused by white pine blister rust on natural and planted sugar pine seedlings and trees. The site is identified by a large bulls eye or swollen spindle shaped wound on the bole or branch of the tree. The infection is sometimes evident on the branches by bright orange needles on an otherwise healthy seedling or tree.

Conifer - An evergreen, cone-bearing tree.

Containerized Seedling - A tree seedling (conifer or hardwood) grown in plastic or Styrofoam container. The rooting medium is planted with the tree.

Culling - The discarding of individual tree seedlings from the seedling lot being planted.

Cull Tree - A conifer that has damaged stems, broken, dead or forked tops, or shows signs of disease, low vigor or other undesirable characteristics. Examples will be identified by the PI.

Cutting Zone - Subitems A and H Only - Area within the cylinder of an acceptable crop/leave tree requiring cutting of brush and hardwoods measured from the stem of the crop tree to four (4) feet beyond the outside (lateral) edge of the branches. (See Illustration No. 5.)

Cut Leave Tree - A tree that should not have been cut.

Damaged Leave Tree - A leave tree damaged through felling of other trees or brush or contact with cutting tools.

DBH - Diameter of the tree at breast height, measured at a point four and one half (4.5) feet above ground level from the uphill side of the tree.

Duff - Decomposed organic matter on the forest floor.

Fertilizer - Briquette pellets or teabag type packets that can safely be placed in contact with the seedling roots that are slow release and contain a Nitrogen, Phosphorus and Potassium (NPK) amount of 16-6-8 plus minors.

Girdling - Process of making three (3) parallel cuts completely around the tree, below the lowest live limb. The distance between the top and bottom cuts shall not exceed eight (8) inches. Cuts must penetrate at least 1 inch into the wood of the tree along the full length of each cut (See Illustration No. 1).

Hardwood - A broad-leaved tree which usually has a single, well-defined trunk and attains a height of greater than 20 feet. Examples include but are not limited to: alder, big leaf maple, Pacific madrone and oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps.

Leave Trees - All conifers not required to be cut. All conifers over seven (7) inches DBH are considered to be leave trees.

Level of Difficulty - An evaluation of the site condition that requires varying amounts of time and effort to complete a task. An allowance for increased difficulty is included in the payment. A payment schedule by Level of Difficulty is established in Section C.3.0, Payment.

Level I: Broadcast Burned or light slash/scattered brush with light grass and forbs. Less than 25 % surplus trees and brush.

Level II: Heavy grass and forbs. Less than 50% surplus trees and brush. Light to moderate slash.

Level III: 50-75% surplus trees and brush. Light to heavy slash.

Level IV: Greater than 75% surplus trees and brush. Light to heavy slash. Chainsaw recommended for planting access.

Litter - The uppermost layer of organic debris composed of freshly fallen or slightly decomposed organic materials.

Lodged Trees and Brush - Cut trees and brush leaning into, supported by, or covering a leave tree.

Mulch Material - Paper or synthetic (plastic) mulch material measuring 36 by 36 inches with an opening in the middle. The material is placed over the seedling and flat on the ground to inhibit unwanted vegetation growth (See Illustration No. 2).

Non-Woody Vegetation - All herbaceous vegetation including (but not limited to) grasses, ferns, sedge, forbs, thistle, and mullein.

No Treatment Zones -

- a. 25 feet of each side of nonfish-bearing streams.
- b. 25 feet away from springs or seeps.
- c. Riparian areas designated by the COR.
- d. 100 feet away from areas that are flagged with yellow and black striped ribbon and yellow posters with black lettering stating "Plant Site" to denote vascular plants or lichens and bryophytes.
- e. Areas specifically designated by the COR.

No-treatment zones are to be measured horizontally from the edge of the stream channel or flagging and posters.

Pie shaped segment - One-sixth of an inspection plot defined by 60 degree segments on the circumference of a circle. The base line for the inspection plot will either be North-South or East-West and will determine the six inspection segments (See Illustration No. 3a).

Pruning - The severing of all live, dead and infected limbs (including whiskers) from the bole of a selected tree to the specified pruning height.

Reserve Area - A portion of a unit area excluded from treatment.

Root Pruning - The cutting or tearing of tree seedling roots with pruning clippers, other tools or by hand.

Segment - As used in the inspection process for contract treatments, is a pie shaped section equivalent to one-sixth of the circular plot.

Shade Wire - A bent "U" shaped wire and support installed in the ground with a degradable covering to provide shade to newly planted seedlings. Previous installations requiring wire removal consist of an 18 inch wire wicket with mesh fabric.

Silva Dip - A dry polymer powder and peat moss product to which water is added and mixed to make a tree dipping compound for enhanced survival and growth.

Slash - Any material which has been cut by the Contractor or cut during previous land management activities.

Slurry - A mixture of four (4) parts silva dip and five (5) parts water in which tree seedling root systems are dipped prior to being placed in planting bags.

Stream - A drainage that has flowing water during project work or shows evidence of having had flowing water during the year.

Stub - The protruding end of a cut or broken branch or limb.

Stump Height - Distance from top of stump to the ground line measured on the uphill side of stump.

Surplus Trees and Brush

- a. All brush at least one (1) foot in height as measured from the base to the end of the stem.
- b. All hardwood trees at least one (1) foot in height as measured from the base to the end of the stem and not considered leave trees.
- c. All conifers seven (7) inches DBH and less that have had mechanical damage from logging activity or natural disturbance.
- d. All conifers that lean more than 35 degrees from true vertical to the horizontal plane and are seven (7) inches DBH and less.
- e. All conifers seven (7) inches DBH and less shall be cut, except for the selected Acceptable Crop/ Leave Trees.

Thinning - Intermediate cutting aimed primarily at controlling growth of stands through adjustments in stand density.

Top Pruning - The cutting or tearing of tree seedling tops or branches with pruning clippers, other tools or by hand.

Treatment - The following work activities described in this contract:

- a. Cut Holes/Plant
- b. Spring/Fall Tree Planting
- c. Fertilizer Pellet Installation
- d. Vexar Tube Installation
- e. Tree Shade Installation
- f. Mulch Installation
- g. Vexar Tube and/or Wire Removal
- h. Maintenance Radius Brushing with Spacing of Conifers
- i. Maintenance Brushing without Spacing of Conifers

- j. Conifer Spacing with 100% Maintenance Brushing
- k. Pruning Sugar Pine Lower Limbs

Treatment Zone - Cylindrical area surrounding a leave tree where cutting of surplus brush and cutting and/or girdling of surplus hardwoods is required. This zone extends four (4) feet from the end of the lateral branch tips (See Illustration No. 4).

Tree Shade - Tree protection device consisting of an eight- (8) inch by 12-inch fiberboard card mounted on a 24-inch long wood stake to provide shade to recently-planted seedlings (See Illustration No. 5). Previous installations requiring wire removal consist of an 18-inch wire wicket with mesh fabric.

Unpruned tree - A tree found during inspection that should have been pruned.

"Vexar" Tube - Animal protection device consisting of a rigid plastic mesh tube placed over the seedling to reduce animal browse. Previous installations requiring wire removal consist of a 24 inch wire wicket or fence stay which was used to support the vexar tube.

Whiskers - Small branches, dead or alive, usually less than .01 inch in diameter and less than one (1) ft in length, which create pin-knots in the wood. These branches are often very small and can be easily overlooked.

Wildlife Trees - Standing dead or live trees left for nesting, feeding, perching and shelter for birds and mammals. Trees may be marked with paint and/or designated with a tag stating that it is a wildlife tree or as identified by the COR.

Woody Vegetation - Hardwood species less than one (1) inch DBH and all brush species.

Definitions Applicable to Maintenance Brushing without Spacing of Conifers - Subitem I only.

Leave Trees

- a. All conifers not required to be cut. All conifers over seven (7) inches DBH are considered to be leave trees.
- b. All hardwoods over seven (7) inches DBH.

Surplus Trees and Brush

- a. All brush at least one (1) foot in height as measured from the base to the end of the stem.

- b. All hardwood trees at least one (1) foot in height as measured from the base to the end of the stem and seven (7) inches DBH and less.
- c. All conifers seven (7) inches DBH and less that have had mechanical damage from logging activity or natural disturbance.
- d. All conifers that lean more than thirty five (35) degrees from true vertical to the horizontal plane and are seven (7) inches DBH and less.
- e. All sugar pine seven (7) inches DBH and less with white pine blister rust disease as evidenced by bole cankers, diamond shaped or bulls-eye shaped wounds on the bole, limb swelling within three (3) inches from the bole.

B.3.0 CONTRACTOR-FURNISHED ITEMS

B.3.1 Property and Services

- B.3.1.1 Contractor shall furnish all labor, equipment, supervision, transportation, tools, materials (including peat moss, water and slurry) and incidentals necessary to perform all treatments in accordance with the enclosed specifications, terms and conditions. Equipment and materials for tree planting include containers for carrying seedlings during planting, slurry and water containers for dipping seedlings, and incidentals necessary to perform services. The planting tools, materials and containers for carrying trees during planting operations shall be of design normally used in tree planting work. Planting tools shall be used that are capable of opening a hole perpendicular to the horizontal plane, broken on three sides, and at least twelve inches deep and four inches wide. Equipment and materials for other services include, but are not limited to, chainsaws, hand clippers, loppers and/ or pruners specifically designed for tree pruning and incidentals necessary to perform services.
- B.3.1.2 Yellow flagging to locate Contractor's self-inspection plot centers on all bid items and identify newly created planting holes (areas) under Subitem A.
- B.3.1.3 Fertilizer packets. Reforestation Technologies International (or equivalent) with an NPK amount of 16-6-8 plus minors (Nitrogen, Phosphorous and Potassium) capable of being placed in contact with the seedling roots at the time of planting without causing damage to the roots. The fertilizer product shall be approved by the COR prior to use.
- B.3.1.4 A means of communication whereby the BLM can contact crew foremen in the field within two (2) hours of request from BLM to Contractor. This must be available between the hours of 7:00 AM and 6:00 PM.

B.3.2 Crew Requirements

- B.3.2.1 The Contractor shall keep the COR informed of the crew(s) location(s) by calling or faxing in their location every Monday morning between 7 and 9 AM. The Contractor shall also contact the COR when treatment units are completed and when new units are started. The sequence of work on each task order will be determined by the COR and may be subject to change. The Contractor shall notify the COR whenever the crew(s) will be absent from the work site for more than 24 hours.
- B.3.2.2 The Contractor shall designate one fluent, English speaking and literate supervisor for each crew. Supervisors shall be identified by the Contractor at the Pework Conference. Any changes in supervisory designations must be submitted in writing to the COR at least 24 hours prior to the change taking effect.
- B.3.2.3 The person designated by the Contractor as supervisor must actually perform in that capacity. The supervisor must effectively direct the crew by:
- a. making periodic inspections of the crew's work,
 - b. advising them of any discrepancies found in the work that deviate from the specifications and provide instructions to correct any improper work.
- B.3.2.4 The supervisor shall be present at the work site each work day. If a supervisor is not present, the employees of the Contractor will not be permitted to work.
- B.3.2.5 The supervisor shall have a copy of the contract, task order, and know the requirements of the contract including technical requirements and unit locations. The PI will not act as a supervisor to the crew(s). The PI may require that the supervisor act solely as the supervisor and perform no other work if work quality is found to be below acceptable quality standards.
- B.3.2.6 Crew members must be kept together at all times, working as a crew under the control of a supervisor. All crew members shall know, understand, and perform according to the specifications. Prior notice must be given to the COR if there will be significant change in crew personnel.
- B.3.3 Camping on BLM Administered Land
- B.3.3.1 Camping on BLM administered lands will only be allowed in approved sites and with the prior written authorization of the Field Manager. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. This will require a portable sanitation unit. All fire regulations and permits shall be followed. Requests for camping authorization shall be made in writing.
- B.3.3.2 Any refuse, debris or garbage left by the Contractor shall be cleaned up as each unit is completed. All such debris, garbage and refuse shall be removed from the project areas by the Contractor and disposed of legally off site before final payment is made. No illegal dumping of any material on either BLM or private property is acceptable.

B.3.4 Work hours will be restricted as described in C.11.0

B.4.0 GOVERNMENT-FURNISHED PROPERTY

B.4.1 The Government will furnish the following materials:

- a. Maps and forms for inspection if requested (See Illustrations No. 3a, 3b, 3d, and 7).
- b. Forest tree seedlings. Seedlings to be planted consist of conifer and hardwood species. Bare root seedlings will have root systems 12 inches or less in length. Containerized seedlings will have root masses 8 to 20 cubic inches or less.
- c. A seedling hormone growth supplement (Silva Dip or equivalent) to be added by the Contractor to the slurry mixture for dipping trees.
- d. Tube installation materials consisting of 18-inch plastic vexar tubes and 30-inch bamboo stakes (See Illustration No. 6).
- e. Mulch materials, consisting of 36 inches by 36 inches Kraft paper with asphalt interlining, or plastic, woven polyester sheets that are slit crossway in the middle and installed with five (5) "U" shaped metal pins approximately six (6) inches long and two (2) inches wide (See Illustration No. 2).
- f. Tree shade installation materials consisting of an 8-inch by 12-inch fiberboard card mounted on a 24-inch long wood stake (See Illustration No. 5).

B.4.2 Distribution of Tree Seedlings - Seedlings will be issued daily to the Contractor at the BLM cold storage facilities at the Medford District Office, from leased facilities in Medford or leased facilities near Merlin, Oregon. Seedlings will be available after 5:30 A.M. The Contractor shall transport and store the seedlings in fully enclosed pickups or trailers with fully insulated canopies capable of keeping the internal bag or box temperature at 42° Fahrenheit or less for ten (10) hours. There shall be no leaks in the canopies or insulation. Metal floors shall be insulated. Trees shall not be transported inside heated vehicles. Boxes or bags of seedlings where the inside temperature exceeds 42° Fahrenheit will be considered improperly handled and will be charged to the Contractor.

B.4.3 Distribution of Vexar Tube, Mulch, and Tree Shade Materials: Materials will be issued to the Contractor at the BLM Medford District Warehouse, 3039 Bullock Road, Medford, Oregon or at the Grants Pass Interagency Office, 2164 NE Spalding, Grants Pass, Oregon, Monday through Friday 7:00 a.m. to 10:00 a.m. or from 2:00 p.m. to 5:00 p.m. Materials will be issued to the Contractor and signed for on a D.I. 105 (receipt of property) form. The Contractor shall transport the materials to the work site and return any unused materials to the distribution site.

- B.4.4 Care of Vexar Tube, Mulch, Tree Shade, and Tube Shade Installation Materials - Upon completion of a project or termination prior to completion, the Contractor shall transport any unused materials to the distribution site or transport them to the next work site, as directed by the Government. Materials that are returned to the Government in an unusable condition will be charged to the Contractor. Charges to the Contractor for unusable materials are as follows: \$140.00 per thousand for "vexar" tubes, \$58.00 per thousand for bamboo stakes, \$830.00 per thousand for woven plastic mulches, \$268.00 per thousand for Kraft paper mulches, \$21.00 per thousand for metal sod pins, \$428.00 per thousand for tree shade materials, and \$5.86 per thousand for tree shades.
- B.4.5 Care of Government Locks and Keys - Upon completion of a unit, or termination of the contract prior to completion, all Government keys and locks issued to the Contractor shall be returned to the COR in a usable condition. Gate keys shall be returned to the COR or PI within five (5) days of completing unit(s) work. A charge of \$50.00 will be assessed for each gate key not returned and for each lock lost or damaged. This charge will be deducted from the task order payment.
- B.5.0 SPECIFIC TASKS
- B.5.1 Records, Notification and Inspections
- B.5.1.1 Records and Notification - The Contractor shall maintain adequate daily records to allow the Government to monitor contract progress and for the Contractor to be accountable for work quality. Contractor records shall include: (1) project unit names (2) the number of acres treated (3) amount of materials or seedlings used (4) supervisor/inspector name (5) work quality percentage and (6) supervisor signature and date. Daily work record reports for each treatment shall be made available to the COR upon request. The Notification of Completed Work (see Illustration No. 7) shall be turned in to the COR within three (3) days of completing a treatment on a unit.
- B.5.1.2 Inspection and Analysis - The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Inspections shall be performed on a minimum one percent sample of the treatment area (See Illustration No. 3a), concurrently with the work being done. The inspection results and summary shall be used by the Contractor to gauge compliance with contract specifications. Government inspection forms for Contractor's use are available upon request (See Illustrations No. 3b and 3d). The Contractor's inspection results and summary shall be used by the Contractor to gauge compliance with contract specifications and made available for review when requested by the Government.

B.5.1.3 Payment will be based on the Government's inspection results. The Contractor's inspection results are to be used as a guide for the Contractor's use in complying with contract specifications and not as a basis for payment.

B.5.2 Cut Holes/Plant - Subitem A

B.5.2.1 Holes (planting areas) in slash and brush shall be created by removing all brush, hardwoods, slash and woody debris down to mineral soil. Branches or stems entering the area from the outside and extending upward above the hole shall be cut.

B.5.2.2 Circular planting holes that measure a minimum of four (4) feet in diameter shall be created on a 12-foot by 12-foot grid. Average spacing of planting holes may vary + or - 25% of the specified 12 x 12 spacing, but shall be no closer than six (6) feet.

B.5.2.3 All hardwoods, brush and woody vegetation shall be completely cut. Stump heights shall not exceed six (6) inches.

B.5.2.4 Care shall be taken to protect all existing acceptable crop/leave trees. Acceptable crop/leave trees are countable and shall be treated according to specification B.5.9, Maintenance Radius Brushing with Spacing of Conifers.

B.5.2.5 All planting holes shall be flagged with 3-foot ribbon. Creation of planting holes shall be as one operation and shall not be concurrent with planting. Planting-hole quality and distribution through the entire treatment area will be inspected and accepted by the Government prior to planting.

B.5.2.6 Two (2) seedlings shall be planted within the cut and cleared planting-hole approximately two (2) feet apart in accordance with B.5.3.

B.5.2.7 Fertilizer installation may be required at the time of planting and will be paid as a separate treatment in accordance with B.5.4.

B.5.3 Spring/Fall Tree Planting - Subitem B

B.5.3.1 Seedling Handling Quality

- a. Upon arrival at the planting site, seedlings shall be protected from direct sunlight, frost and wind, and provided with proper air circulation around bundles or boxes. The location and method of storage at the planting site must be approved by the PI.
- b. As bare root seedlings are removed from nursery packages, the entire root system shall be dipped in a slurry mixture or Silva Dip prepared by the Contractor. The Government will determine which dip to use. Dipped trees shall be placed directly into planting bags or other containers.

- c. The number of seedlings placed in a planting bag shall be limited to a number that allows the removal of individual seedlings without damage to the tops and roots.
- d. During the planting operation, planters shall remove only one seedling at a time from the planting bag or container and only after the planting hole has been prepared.
- e. If seedling culling or pruning is required, it shall only be performed under the direct supervision of the PI. Improper handling of seedlings includes root or top pruning or culling (except under conditions described above), twisting roots, or violating the provisions of specification B.5.3.1.e. The Government may suspend the Contractor's right to proceed for improper handling of seedlings. The Contractor may be required to remove from the site individuals involved in the improper handling of seedlings.
- f. The Contractor shall immediately notify the PI of seedling condition when dryness of roots, unusual form, mold, extra large or unusually short roots, or other evidence of seedling damage or defect is detected.
- g. The following environmental conditions will be used as a general guide in determining suitable planting conditions. The PI or COR will determine when tree planting will cease due to unsatisfactory environmental conditions. Any single condition outside the specified range is sufficient cause to discontinue planting. Planting bag inserts or jelly-rolled seedlings may be used by the Contractor with the approval of the COR to ameliorate adverse environmental conditions and extend the planting window. When planting is suspended, the Contractor shall return unused seedlings to the storage point.

Humidity:	50% or more.
Wind:	Less than 10 MPH.
Soil temperature:	40° F. or above at 6 to 8 inches soil depth.
Air temperature:	Greater than 32° F. and less than 65° F.

- h. On a daily basis, or when a unit is completed or terminated, or as directed by the PI, all unused seedlings shall be returned to the storage point.

B.5.3.2 Planting Method

- a. Proper selection of the planting spot is more important than adhering to a precise planting spacing. Seedlings shall be planted in the best spots available within the spacing limits, specified in each task order. Examples of proper planting spot selection will be explained by the PI on the project site.

- b. Seedlings shall be planted in spots distributed over the area at the intervals and within the spacing specified in each task order. However, for individual seedlings, the specified average spacing may be varied + or - 25% of the specified spacing in any direction to find a suitable planting spot, but no closer than seven (7) feet.
- c. Where an unplantable spot is encountered, the planter shall plant the closest plantable spot. However, average spacing shall be maintained for the unit and the number of seedlings planted per acre shall not be materially increased or decreased due to planter selection of planting spots.
- d. Seedlings shall be planted in the best available sites. Primary considerations in the selection of planting spots shall include: (1) Soil texture and depth; (2) Height and diameter of the object providing protection to the seedling and the micro-site.
- e. Location of the planting spot shall be as close as possible to the object providing protection so that the seedling, when properly planted, is given maximum protection from the sun, drying wind and animal damage. Examples include north sides of stumps, rocks and logs, or in slash and other debris where mineral soil can be reached.

B.5.3.3 Where to Plant: Multiple Conifer Species/Hardwood Species/Seedling Lots - On units where more than one species/seedling lot is to be planted, different species/lots shall be planted in locations as directed by the PI.

B.5.3.4 Plantable

- a. Planters shall plant all areas, unless they meet one or more of the conditions defined under B.5.3.5 as unplantable.
- b. Patches of dense brush and other vegetation shall be considered plantable if a planter can work through the brush or vegetation by spreading the stems aside or by working around or through the stems.

B.5.3.5 Unplantable - An unplantable area (spot) is characterized by one or more of the following conditions:

- a. Soil covering slash or debris subject to rapid drying.
- b. Rock outcrops, talus slopes and areas of stones, cobbles or gravel over 12 inches deep.
- c. Other areas as designated by the PI.
- d. Roadways shown on project maps.

Examples of unplantable and plantable areas will be indicated by the PI on the project site.

B.5.3.6 Clearing of Planting Spot - The planting spot may be exposed mineral soil or covered with vegetation, gravel or slash, which shall require a clearing effort before planting. Clearing shall include the removal of all debris, snow, gravel, humus, ash and living vegetation. In areas meeting the above conditions, cleared areas shall be no smaller than 16 inches in diameter, and after the tree is planted, there shall be a minimum radius of eight (8) inches of clearing around each tree.

B.5.3.7 Tree Seedling Placement

- a. Bare-Root Stock - The seedling shall be suspended near the center of the hole with roots in a near natural arrangement at a depth that, after filling, packing, and leveling, the root collar is slightly below the firmed soil level. No portion of the roots shall be exposed (See Illustration No. 8).
- b. Containerized Stock - The seedling shall be planted in the center of the prepared hole, at a depth that after firming and leveling, the root collar comes to a point slightly below the firmed soil level.
- c. All Stock
 - (1) Seedlings shall be planted so that roots approximate a natural position; not twisted, tangled, compacted together, curled or bent from a position perpendicular to the horizontal plane. Due to variation in root pruning at the nursery, root length may vary 20 percent more or less than the required planting depth (See Illustrations No. 8 and 9).
 - (2) Each seedling shall be set firmly in the ground with moist soil filled in and well compacted around the roots with no air pockets, foreign material or snow around or adjacent to tree roots. After compacting around the seedling, soil shall be at ground level with no deep depression or high mound at the stem.
 - (3) Each planted seedling shall stand erect in the center of the cleared spot as indicated on Illustration No. 10; figure 12 "A correctly planted tree". Trees should be as near vertical to the horizontal plane as possible. A 15 degree variance from true vertical is allowed.
 - (4) See Illustrations No. 9 and 10 for proper and improper methods of planting seedlings.

B.5.3.8 Planting Hole - Plant with hand tools to a depth of up to 12 inches for all stock. The planting hole must be wide enough to ensure full suspension of root system within the planting hole. The planting hole must be broken to a depth of 12 inches for all stock

except where rock obstructs the planting-hole depth requirements and the seedling can be planted while still meeting the requirements of B.5.3.7.

B.5.4 Fertilizer Installation - Subitem C

B.5.4.1 All fertilizer treatments shall be done at the Level I Level of Difficulty.

B.5.4.2 On units requiring fertilizer installation, a single fertilizer packet/pellet shall be placed in the planting hole at the time of planting of all conifer trees planted in the treatment area under this contract.

B.5.4.3 Fertilizer packets/pellets shall lie within two (2) inches of seedling roots and shall not interfere with root placement or suspension (See Illustration No. 11).

B.5.5 Vexar Tube Installation - Subitem D

B.5.5.1 Criteria for Selecting Trees for Treatment - Only newly planted acceptable Douglas-fir and cedar seedlings less than 24 inches in height shall be selected and treated in accordance with the target spacing requirement and the number per acre specified in the task order. Average spacing may vary + or - 25% of the specified spacing in the task order, but no closer than seven (7) feet. Vexar tubes shall be placed over seedlings to protect seedling tops from animal browse.

B.5.5.2 Tube Installation Timing - Vexar tube installation shall occur within three (3) working days of any new planting, unless otherwise approved by the COR. If mulching is also required, the mulch shall be applied prior to tube installation. Contractor shall schedule, pick up, transport and deliver all materials to the project site in a timely manner during normal working hours.

B.5.5.3 Tube Installation

- a. The installation shall consist of one (1) bamboo stake 30 inches long and one (1) rigid plastic "Vexar" tube (18 inches long, 2-3/4 inches to 3-1/4 inches in diameter), connected together as shown in Illustration No. 6.
- b. The bamboo stake shall be woven through the vexar tube once in the upper third and again in the lower third of the tube and inserted firmly into the ground. The bamboo stake shall be inserted a minimum of six (6) inches into the ground to minimize snow and wind damage.
- c. Care shall be taken to prevent damage to the seedling as the tube is installed. An installation with the seedling having skinned bark, a broken or restricted terminal leader, or skinned or broken laterals as a result of the tube installation will be considered unacceptable.
- d. The complete installation shall be vertical to the horizontal plane. The complete installation shall be stable and secure.

- e. The PI will demonstrate in the field correct tube installation and position on the tree, depending on seedling stock type.

B.5.6 Tree Shade Installation - Subitem E

- B.5.6.1 Criteria for Selecting Trees for Treatment - Within areas to be treated, all live seedlings planted during the current year shall be treated. Naturals and trees from previous plantings may be shaded as specified in the task order.

B.5.6.2 Tree Shade Installation

- a. Tree shades shall be placed so that the plane of the shade is perpendicular to an imaginary line drawn from the seedling stem at an azimuth of 190 degrees (plus or minus 10 degrees) from true north. Magnetic north is 20 degrees east of true north for the Glendale Resource Area. Tree shades shall be placed six (6) to eight (8) inches away from the seedling stem with the bottom of the shade within two (2) inches of the ground. The shade shall be angled toward the tree as much as possible without interfering with the upward growth of the terminal leader up to a maximum 30 degrees from the horizontal plane. The shade shall be securely installed so that ravel, debris, snow, etc., will not tip the tree shade over (See Illustration No. 5).
- b. Care shall be taken to not tear the fiberboard away from the wooden stake. If the stake is broken or split, or if the card has less than three (3) staples securing it to the stake, the card and stake shall be properly discarded and an intact shade card installed.

B.5.7 Mulch Installation - Subitem F

B.5.7.1 Criteria for Selecting Trees for Treatment:

- a. Only newly planted acceptable seedlings shall be selected and treated in accordance with the target spacing requirement and the number per acre specified in the task order. Average spacing may vary + or - 25% of the specified spacing in the task order, but no closer than seven (7) feet.
- b. Acceptable seedlings that are physically too large to treat without damage to the seedling or mulch shall not be treated.

B.5.7.2 Placement of Mulching

- a. A 36 inch by 36 inch mulching spot shall be prepared by clearing all brush, tall grasses, forbs, stones, slash and other material that can be moved by hand tools, so that the mulching material will lie flat.

- b. One mulch sheet per tree shall be placed so as not to damage the planted tree and installed to cover the area around the tree. Mulches shall be placed as flat as possible on the surface of the ground around the tree, and shall be placed so that their edges are parallel to existing contour lines to minimize down slope movement.
- c. The tree shall be centered in the middle of the cut opening, or in the downhill slit.
- d. "U" shaped metal pins six (6) inches long shall be used to secure the mulch material. Five (5) pins shall be used for each mulch (one (1) per corner and One (1) in the center) to secure it to the ground. The fifth pin is needed to ensure the mulch lies flat and shall be inserted on the uphill side, near the center. Each of the four (4) mulch corners shall be folded (once) under at least six (6) inches, measured from the corner toward the center, before inserting the pin (See Illustration No. 2).
- e. Both legs of each pin shall pass through both layers of the mulch material, with the pins being no closer than two (2) inches to any edge of the mulch and inserted at least five (5) inches into the soil.
- f. When underlying rocks or other obstructions do not permit proper insertion of any pin, bury that corner to the depth possible and secure it with rocks at least four (4) inches in diameter, or, if rocks are not available nearby, then with mineral soil.
- g. Mulches with pins inserted into non-mineral soil or duff will be judged unacceptable.
- h. Mulches torn severely (eight (8) inches or more) while being installed shall be replaced properly with whole sheets. Torn sheets shall be disposed of legally off site.

B.5.8 Vexar Tube and/or Wire Removal - Subitem G

- B.5.8.1 All vexar tubes and bamboo stakes shall be removed from live and dead seedlings and placed flat on the ground.
- B.5.8.2 If tube removal will cause skinned bark, broken terminal leaders or lateral branch damage to the live seedling, the tube shall not be removed but shall be cut the entire length of the tube or ripped apart at two (2) locations on opposite sides and then left on the seedling. The stakes shall be removed from the tube and shall be placed flat on the ground.
- B.5.8.3 All wire wickets from previous tube and shade installations shall be collected from the project areas, including those removed and left laying on the ground or on stumps, and shall be disposed of legally off site.

B.5.9 Maintenance Radius Brushing with Spacing of Conifers - Subitem H

- B.5.9.1 The largest, healthiest, best-formed available acceptable crop/leave trees shall be selected and treated in accordance with the target spacing specified on the task order. Examples of defects on undesirable trees are: fork top, broken top, double stem, crooked stem, scar faced and disease. Average spacing may vary + or - 25% of the specified spacing in the task order, but no closer than six (6) feet.
- B.5.9.2 Within treatment areas, conifers shall be thinned. Conifers not selected as acceptable crop/leave trees shall be severed completely with a maximum stump height of eight (8) inches above the ground and cut at a 90-degree angle to the stem.
- B.5.9.3 All healthy sugar pine trees shall be retained and not cut, damaged or considered to be an acceptable crop/leave tree as defined in B.2.0 Definitions. Sugar pine trees found in an inspection plot will not be counted for determining payment. However, healthy sugar pine trees found cut or damaged in an inspection plot shall be counted as cut acceptable crop/leave trees for purposes of determining payment. All sugar pine trees with white pine blister rust disease as evidenced by bole cankers, diamond shaped, or bulls-eye shaped wounds on the bole shall be cut as surplus trees.
- B.5.9.4 In project units containing a variety of conifer tree species, acceptable crop/leave tree conifers shall be selected using the following species preference, unless specified otherwise within the task order:
- a. Douglas-fir
 - b. Ponderosa Pine
 - c. Incense Cedar
 - d. Other conifer species
- However, in selecting leave trees, tree form and vigor as described in paragraph B.5.9.1 shall take precedence over the listed species preference.
- B.5.9.5 All hardwood trees, brush and woody vegetation over one (1) foot tall and seven (7) inches DBH and less within the cutting zone of an acceptable crop/leave tree shall be severed within eight (8) inches of the ground. All cut hardwoods, brush and woody vegetation shall be severed at a 90-degree angle to the stem.
- B.5.9.6 Streams, as designated on the project area maps, shall have a 50-foot buffer area where surplus trees and brush shall not be cut. The no-cut buffer area shall be 25 feet on each side of stream banks as measured horizontally from the edge of the channel.
- B.5.9.7 Conifers over seven (7) inches DBH shall not be cut or girdled.
- B.5.9.8 Hardwoods over seven (7) inches and less than ten (10) inches DBH within the cutting zone shall be girdled with three horizontal rings around the bole, severing the cambium layer to a minimum depth of 1 inch (See Illustration No. 1).

- B.5.9.9 Hardwoods greater than ten (10) inches DBH shall not be cut or girdled.
- B.5.9.10 Multi-stem hardwoods located at the perimeter of the cutting zone shall be cut except for a single main stem.
- B.5.9.11 Hardwoods over seven (7) inches and less than ten (10) inches DBH within 20 feet horizontal distance of the road prism shall not be girdled.
- B.5.9.12 No live limbs shall be left on the stump of any cut stem.
- B.5.9.13 Acceptable crop/leave trees shall not be damaged or buried with slash (See Illustration No. 4).
- B.5.9.14 Resulting slash shall be cut to eight (8) foot lengths or less, limbed, lopped and/or scattered to a depth not to exceed three (3) feet above the ground surface.
- B.5.9.15 No slash cut by the Contractor shall be left on the ground within ten (10) feet of any road or outside the project area. Slash falling outside the project areas shall be moved completely into the project area.
- B.5.9.16 All slash shall be removed from any roads, road prisms, and trails within the project area, concurrently with the treatment of surplus trees and brush. Slash shall be removed at least ten (10) feet from the road cut on the upper side and ten (10) feet from the road shoulder on the lower side within project units, except where no-cut buffers are required (See Illustration No. 12).
- B.5.9.17 Refueling of chainsaws is not allowed within 150 feet of any stream or wet area. Spilled fuel and/or oil shall be cleaned up and disposed of legally off site within one day of any spill event.
- B.5.9.18 The Contractor shall immediately notify the COR prior to work beginning on any unit, if metal stakes supporting vexar tubing or wire wickets from tree shades remain installed in any unit that is not designated for wire removal.
- B.5.10 Maintenance Brushing Without Spacing of Conifers - Subitem I
- B.5.10.1 All surplus hardwood trees, brush and woody vegetation over one (1) foot tall and seven (7) inches DBH and less shall be cut. No hardwoods over seven (7) inches DBH shall be cut.
- B.5.10.2 All surplus trees, brush and woody vegetation shall be completely severed from the stump(s). No live limbs shall be left on the stumps of cut trees and brush. Stump height shall not exceed eight (8) inches measured on the uphill side. All cut hardwoods, brush and woody vegetation shall be severed at a 90-degree angle to the stem.

- B.5.10.3 When indicated on individual task orders, hardwood girdling may be ordered with this subitem. Hardwoods over seven (7) inches and less than ten (10) inches DBH within the cutting zone shall be girdled with three horizontal rings around the bole, severing the cambium layer to a minimum depth of 1 inch (See Illustration No. 1).
- B.5.10.4 Slash shall not be piled on or against leave trees. Slash lodged in leave trees shall be dislodged or removed.
- B.5.10.5 Resulting slash shall be cut to eight (8) foot lengths or less, limbed, lopped and/or scattered to a depth not to exceed three (3) feet above the ground surface.
- B.5.10.6 No slash cut by the Contractor shall be left on the ground within ten (10) feet of any road or outside the project area. Slash falling outside the project areas shall be moved completely into the project area.
- B.5.10.7 All slash shall be removed from any roads, road prisms, and trails within the project area, concurrently with the treatment of surplus trees and brush. Slash shall be removed at least ten (10) feet from the road cut on the upper side and ten (10) feet from the road shoulder on the lower side within project units, except where no-cut buffers are required (See Illustration No. 12).
- B.5.10.8 Streams, as designated on the project area maps, shall have a 50-foot buffer area where surplus trees and brush shall not be cut. The no-cut buffer area shall be 25 feet on each side of stream banks as measured horizontally from the edge of the channel.
- B.5.10.9 Refueling of chainsaws is not allowed within 150 feet of any stream or wet area. Spilled fuel and/or oil shall be cleaned up and disposed of legally off site within one day of any spill event.
- B.5.10.10 The Contractor shall immediately notify the COR prior to work beginning on any unit, if metal stakes supporting vexar tubing or wire wickets from tree shades remain installed in any unit that is not designated for wire removal.
- B.5.11 Conifer Spacing with 100% Maintenance Brushing - Subitem J
- B.5.11.1 The largest, healthiest, best-formed available acceptable crop/leave trees shall be selected and treated in accordance with the target spacing specified on the task order. Examples of defects on undesirable trees are: fork top, broken top, double stem, crooked stem, and scar faced.
- B.5.11.2 Average spacing may vary + or - 25% of the specified spacing.
- B.5.11.3 Within treatment areas conifers shall be thinned. All brush, hardwoods and woody vegetation over one (1) foot tall and seven (7) inches DBH and less shall be cut. Conifers not selected as acceptable crop/leave trees shall be severed completely with

a maximum stump height of eight (8) inches above the ground and cut at a 90-degree angle to the stem.

B.5.11.4 All healthy sugar pine trees shall be retained and not cut, damaged or considered to be a crop/leave tree as defined in B.2.0 Definitions. Sugar pine trees found in an inspection plot will not be counted for determining payment. However, healthy sugar pine trees found cut or damaged in an inspection plot shall be counted as cut crop/leave trees for purposes of determining payment. All sugar pine trees with white pine blister rust disease as evidenced by bole cancers, diamond shaped, or bulls-eye shaped wounds on the bole shall be cut as surplus trees.

B.5.11.5 In project units containing a variety of conifer tree species, leave tree conifers shall be selected using the following species preference unless specified otherwise within the task order:

- a. Douglas-fir
- b. Ponderosa Pine
- c. Incense Cedar
- d. Other conifer species

However, in selecting leave trees, tree form and vigor as described in paragraph B.5.13.1 shall take precedence over the listed species preference.

B.5.11.6 Streams, as designated on the project area maps, shall have a 50-foot buffer area where surplus trees and brush shall not be cut. The no-cut buffer area shall be 25 feet on each side of stream banks as measured horizontally from the edge of the channel.

B.5.11.7 Hardwoods greater than seven (7) inches DBH shall not be cut or girdled.

B.5.11.8 Conifers greater than seven (7) inches DBH shall not be cut or girdled.

B.5.11.9 No live limbs shall be left on the stump of any cut stem.

B.5.11.10 Selected leave trees shall not be cut, damaged or buried with slash.

B.5.11.11 Resulting slash shall be cut to eight (8) foot lengths or less, limbed, lopped and/or scattered to a depth not to exceed three (3) feet above the ground surface.

B.5.11.12 No slash cut by the Contractor shall be left on the ground within 10 feet of any road or outside the project area. Slash falling outside the project areas shall be moved completely into the project area.

B.5.11.13 All slash shall be removed from any roads, road prisms, and trails within the project area, concurrently with the treatment of surplus trees and brush. Slash shall be removed at least ten (10) feet from the road cut on the upper side and ten (10) feet

from the road shoulder on the lower side within project units, except where no-cut buffers are required (See Illustration No. 12).

B.5.11.14 Refueling of chainsaws is not allowed within 150 feet of any stream or wet area. Spilled fuel and/or oil shall be cleaned up and disposed of legally off site within one day of any spill event.

B.5.11.15 The Contractor shall immediately notify the COR prior to work beginning on any unit, if metal stakes supporting vexar tubing or wire wickets from tree shades remain installed in any unit that is not designated for wire removal.

B.5.12 Pruning Sugar Pine Lower Limbs - Subitem K

B.5.12.1 This Subitem will be utilized primarily in conjunction with treatments on the subitems listed below, however may be ordered independently.

H. Maintenance Radius Brushing with Spacing of Conifers

I. Maintenance Brushing without Spacing of Conifers

J. Conifer Spacing with 100% Maintenance Brushing

B.5.12.2 All sugar pine trees and sugar pine seedlings shall be pruned of live, dead and infected limbs on units specified in the task order. Only sugar pine trees shall be pruned.

B.5.12.3 Pruning Height

- a. All sugar pine trees 16 feet in height or greater shall have all branches, whiskers, lateral sprouts, and stubs pruned to a maximum height of eight (8) feet as measured from ground level on the uphill side of the tree (See Illustration No. 13).
- b. All sugar pine trees less than 16 feet in height shall have all branches, whiskers, lateral sprouts, and stubs pruned to a height equal to 50 percent of the total tree height. Individual infected, diseased and/or swollen limbs within the 50 percent crown retention shall be pruned off up to a height of eight (8) feet.
- c. Notwithstanding paragraph b. above, no tree shall be pruned to the extent that less than three (3) branch whorls remain after pruning.

B.5.12.4 The use of a small ladder to aid in pruning will be permitted. If the Contractor chooses to use a ladder, the ladder shall be used in a manner that does not damage the pruned tree.

B.5.12.5 Remove all live, dead and infected limbs, whiskers, lateral sprouts, and stubs to the required height by completely severing from the tree as close to the bole as possible (within 1/2 inch) without damaging the branch collar or the bole. Severed branch stubs shall be smooth (See Illustration No. 14).

- B.5.12.6 Only pruning loppers/shears specifically designed for limb pruning (Porter-Ferguson, HIT-27, Prune-off loppers, or the equivalent) or hand held anvil pruners shall be used. Pruning loppers/shears and anvil pruners shall be approved by the Government prior to their use.
- B.5.12.7 Pruning knives, Sandvik, and machetes shall not be used to remove limbs or whiskers.
- B.5.12.8 The use of chain saws, hand held pruning saws and clubs is prohibited. Any other tool not specified that results in shattered or jagged branch stubs are prohibited.
- B.5.12.9 Treatment of pruned limbs - Limbs pruned from selected conifers shall be dispersed a minimum of one (1) foot away from the base of the pruned trees.
- B.5.13 Special Treatment Requirements - In order to comply with the U.S. Fish and Wildlife Service Biological Opinion #1-7-96-F-392 for 1996 through 2005 BLM Silviculture projects (updated September, 2001), the following restrictions shall apply on BLM task orders if the Government detects Murrelet or Spotted Owl activity or nesting sites within the BLM project area:

Murrelets - If the Government determines that Marbled Murrelet activity or nesting sites exist within 35 miles of the coast, chainsaw activity will not occur within 0.25 miles of any occupied stand or unsurveyed suitable habitat April 1 through August 5. For the period August 6 through September 15, work activities will be confined to between two hours after sunrise and two hours before sunset. These units will be identified by the Government.

Spotted Owls - Chain saw activity will not occur within a 0.25-mile radius of a nest site or activity center of known pairs or resident singles from March 1 through June 30. If the Government determines that an active spotted owl nest or activity center is located within or adjacent to a project area, a suspend work order will be issued for the area of activity until after September 30.

SECTION C. CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS-- (FEB 2007)
COMMERCIAL ITEMS (incorporated by reference)

**Addendum to 52.212-4(a), Contract Terms and Conditions--Commercial Items,
regarding Inspection/Acceptance procedures:**

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued three years from the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$12,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for single item in excess of (See Schedule).

(2) Any order for a combination of items in excess of (See Schedule).

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding (See Schedule).

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY

(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year following the last date that task orders may be placed.

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.236.1 PERFORMANCE OF WORK BY THE CONTRACTOR

(APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.237-1 SITE VISIT

(APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

52.242-14 SUSPENSION OF WORK

(APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

1452.228-70 LIABILITY INSURANCE -- DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$300,000 each person

\$300,000 each occurrence

\$300,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the

Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

C.1.0 **SURVEILLANCE PLAN**

C.1.1 All work included in the contract specifications shall be subject to inspections by the Government at periodic intervals during the performance of this contract. Treatment inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.

C.1.2 Government inspection of completed units will not occur until the Notification of Completed Work (See Illustration No. 15) is received by the COR.

C.1.3 After receipt of the Notification of Completed Work, the Government will complete all inspections within fourteen (14) calendar days. Acceptance for the number of acres satisfactorily treated will be on a unit-by-unit basis.

C.1.4 Subitems A, B and C

C.1.4.1 Inspection of the tree planting will be based on a minimum one-percent inspection sample well-distributed throughout the unit. All planted seedlings will be inspected for spacing and compliance with above-ground specifications.

C.1.4.2 Adequacy of spacing will be determined by the presence or absence of trees on individual plots and/or actual spacing measurements between planted trees over the entire unit.

C.1.4.3 A maximum of three (3) seedlings per plot planted closest to the plot center will be dug up and inspected for compliance with below-ground specifications in Sections B.5.3.7 Tree Seedling Placement, B.5.3.8 Planting Hole and B.5.4 Fertilizer Packet/Pellet Installation, if applicable. The illustration entitled "Trees Planted in an Improper Manner", Illustration No. 10, will be used to determine acceptable or unacceptable seedling root placement.

C.1.4.4 A minimum of 20 seedlings per unit will be inspected for compliance with Section B.5.3.7, B.5.3.8 and C.5.4.

C.1.4.5 Inspection results will be recorded on the Level of Difficulty Tree Planting Inspection Form (See Illustrations No. 3b and 3c).

C.1.5 Subitems D, E, F, G, H, I, and J

C.1.5.1 Inspections will be based on a minimum one-percent inspection sample well-distributed throughout the unit. Each plot will be divided into six equal pie-shaped

inspection segments. Each inspection segment will be inspected and evaluated for compliance with all contract specifications. The plot radius, number of plots and the spacing requirements are shown in Illustration 3a.

C.1.5.2 Inspection results will be recorded on the Level of Difficulty Maintenance Brushing Inspection Form. See Illustration 3d.

C.1.5.3 If multiple treatments are required on the same unit, inspections for all of those treatments will be made at the same time and on the same inspection segments as the initial treatment inspection. Each inspection segment will be inspected and evaluated for compliance with all contract specifications.

C.1.6 Subitem K

C.1.6.1 Inspections for pruning will be made at the same time as inspections for related tasks performed. Inspections will be made along a predetermined transect line across each work unit. 100 percent inspection of the pruned trees encountered along the transect line will be sampled. The treated tree will be the inspection plot center with results recorded on the Level of Difficulty Maintenance Brushing Inspection Form (See Illustration 3d). Each plot will be inspected and evaluated for compliance with all contract specifications in accordance with C.1.6.2.

C.1.6.2 The following data will be recorded for each plot:

- a. Number of sugar pine trees that should have been pruned (Column 6).
- b. Number of correctly pruned sugar pine trees (Column 7).
- c. Number of improperly pruned sugar pine trees for the following reasons noted under the Comments column:
 - 1) Number of sugar pine trees pruned to improper height.
 - 2) Number of diseased sugar pine trees with swollen limbs up to a height of eight (8) feet above the ground not pruned off.
 - 3) Number of sugar pine trees unacceptably damaged during pruning.
Unacceptable damage permits wood in the tree's bole to be seen, or results in more than three areas on the pruned tree having damage to the outer bark. Damage may also include, but is not limited to damage to the branch collar and/or bole of the tree from cutting tools or damage from improper or careless use of a ladder or damage from climbing.
 - 4) Number of sugar pine trees having improper removal of limbs, lateral sprouts, and/or whiskers, which may include, but is not limited to pruning that leaves

any branch stub more than one half inch in length or pruning that leaves more than three lateral sprouts and/or whiskers on the area required to be treated.

5) Improper dispersal of pruned limbs at the base of the tree.

C.2.0 ACCEPTANCE

C.2.1 Acceptance of work will be determined by the results of the Government inspections.

C.2.2 Acceptability of treatments will be determined by surveys revealing the number of well-spaced suitable treatments per acre adequate to meet minimum standards on all acres as specified on the task order. Adequacy of spacing will be determined by the presence or absence of treatments on individual plots examined over the entire unit.

C.2.3 Acceptance of work will be based on compliance with all Section B.5.0 Specific Tasks minimum quality standards that correspond to the treatment.

C.2.4 Work Quality Percent (WQP) - The WQP is derived from inspection plot data.

C.2.5 Acceptable Quality Level (AQL)

C.2.5.1 AQL is required as follows:

Subitems A, B C, G, and K - A minimum WQP of 90%.

Subitems D, E, F, H, I, and J - A minimum WQP of 85%.

C.2.5.2 The CO may terminate treatments on units where the Contractor has failed to obtain the AQL.

C.2.6 Subitems A, B and C

C.2.6.1 Acceptance for the number of acres satisfactorily treated will be on a unit-by-unit basis.

C.2.6.2 The WQP is determined by dividing the number of satisfactorily treated trees by the total number of required trees to be treated on all inspection plots in a unit.
EXAMPLE:

Acceptable Seedlings/ Total Seedlings Accepted: Work Quality formula is based on Illustration 10a:

Column #2 - [Column # 4 + (Column # 5a - Column # 5b)]

(6 Trees per Plot * Number of Plots) - (Column # 6 + Column # 7)

Satisfactory treatments	- 450
Total number of treatments required	- 500
WQP - (450 divided by 500) x 100	= 90%

C.2.6.3 Planting and Fertilization

- a. Clearing the planting area (B.5.3.6), spacing as specified in the task order and tree planting root placement (B.5.3.7) must meet the AQL of 90 percent to be acceptable. If the AQL of 90 percent is not met, the COR will immediately notify the Contractor verbally and in writing and direct him to improve the quality of his work. If the quality of work is not raised to the AQL of 90 percent within one (1) working day after written notification, the CO may issue a Suspend Work Order to resolve the problem, during which time the task order performance time will continue to run.
- b. When additional planting stock is available, the Contractor shall replant once any unit which does not meet the AQL of 90 percent. Acceptance will be based on the results of a reinspection after replanting. If the unit fails the second time, the Contractor will be paid based on the results of the reinspection and charged for the cost to reinspect the unit.
- c. If additional planting stock is not available to replant units which do not meet the AQL of 90 percent, the unit will be accepted and payment will be made for the actual planting quality percent earned.
- d. Additional treatments shall not be performed until planting is accepted by the COR.

C.2.7 Subitems D, E, F, G, H, I, and J- The WQP will be determined by dividing the total number of satisfactorily treated inspection segments by the total number of segments inspected from all plots in an entire unit. This rate multiplied by 100 provides the WQP.

EXAMPLE:

Number of satisfactory treated inspection segments	- 53
Number of inspection segments inspected	- 60
WQP - (53 divided by 60) x 100	= 88%

C.2.8 Subitem K - The WQP will be determined by dividing the total number of satisfactorily pruned trees by the total number of trees inspected in an entire unit. This rate multiplied by 100 provides the WQP.

EXAMPLE:

Number of satisfactorily pruned sugar pine trees	- 23
Number of sugar pine trees that should have been pruned	- 25
WQP (23 divided by 25) x 100	= 92%

C.2.9 All Treatments

C.2.9.1 *Unsatisfactory Work* -

- a. If the WQP falls below the specified minimum for that treatment, the COR will immediately notify the Contractor in writing and direct him to improve the quality of his work. If the quality of work is not raised to an acceptable level within one (1) working day after written notification, the CO may issue a Suspend Work Order to resolve the problem, during which time contract performance time will continue to run. If untreated or unsatisfactorily treated trees are the primary reason for unsatisfactory work, the area shall be reworked to obtain satisfactory work quality. The Contractor shall rework once any unit which has a WQP less than specified for that treatment. If the unit fails the second time, the Contractor will be paid based on the results of the reinspection and charged for the cost to reinspect the unit.
- b. If untreated or unsatisfactorily treated areas and/or untreated brush or trees are the primary reason for unsatisfactory work, the area may be reworked at the discretion of the CO to obtain satisfactory work quality.

C.2.9.2 *Reinspection* - When units fall below the AQL specified for that treatment, rework may be required. When instructed by the COR, the Contractor shall rework the unit one time for reinspection by the Government. If the unit again fails to meet the AQL, the CO has the option of accepting the unit at the WQP calculated from inspection plots or by ordering the Contractor to rework the unit again. If the CO elects to accept the unit at the WQP calculated after rework, the Contractor will be paid based on the results of the reinspection.

C.2.9.3 *Reinspection Costs* - The Contractor shall be charged for all the Government's reinspection costs including, but not limited to vehicle lease costs, mileage and inspector=s wages. Reinspection costs will be charged for any subsequent inspections after the initial inspection for payment purposes.

C.3.0 PAYMENT

C.3.1 Payment will be based on the Government inspection results.

- C.3.2 Payment will be made on completed units for the actual number of acres treated as listed in the task order, inspected and accepted by the Government, minus the adjustment in payment based on the WQP, if any. An adjustment of 5 percent will be added to the WQP for those units achieving 95 percent before rework. If the WQP equals or exceeds 95 percent before rework, full payment (100 percent) will be made for the number of acres inspected and accepted by the Government on the completed units.
- C.3.3 Subitems A, B, C, G and K - Units achieving a WQP of 90-94 before rework, and units achieving a WQP of 90 to 100 after rework (if allowed) will be paid at that percentage rate.
- C.3.4 All other Subitems - Units achieving a WQP of 85 to 94 before rework, units achieving a WQP of 85-100 after rework (if allowed) will be paid at that percentage rate.
- C.3.5 If units are accepted which do not meet the required AQL, payment will be made at a rate determined by multiplying the actual WQP by the bid price. Continued failure to meet the AQL may be grounds for termination for default.
- C.3.6 The Contractor will be paid only for acres and treatments by level of difficulty ordered by the Government.
- C.3.7 Payment Schedule
- C.3.7.1 *Subitems A, B, D, E, F, G, and K - Levels of Difficulty* Payment will be made at the unit price bid for the Level (as shown below) times the acres treated as shown on the task order, less the payment adjustment factor if any.
- | | |
|-----------|--|
| LEVEL I | Treatment Price/Acre = Price/Acre |
| LEVEL II | Treatment Price/Acre X 120% = Price/Acre |
| LEVEL III | Treatment Price/Acre X 140% = Price/Acre |
| LEVEL IV | Treatment Price/Acre X 160% = Price/Acre |
- C.3.7.2 *Subitems C, H, I and J* - Payment will be made at the unit price bid for that Level of Difficulty times the acres treated as shown on the task order, less the payment adjustment factor, if any.
- C.3.8 Measurement of Treatment Areas

- C.3.8.1 Individual treatment areas will be identified within units. Acres will be calculated using a combination of aerial photograph interpretation and established field measurement methods.
- C.3.8.2 The acreage for the purpose of payment is measured on the horizontal plane.
- C.3.8.3 Roads do not require treatment and have been excluded from the unit acreage to be measured and paid for under the contract. Average widths of roads are estimated to be 20 feet throughout the project.

C.3.9 Remeasurement of Treatment Areas

- C.3.9.1 The Contractor may, at any time during the course of the contract, request remeasurement of any treatment area if he feels that the acreage stated in the contract and on the project maps is incorrect. This request must be made in writing to the COR.
- C.3.9.2 If remeasurement indicates that a variance of 5 percent or less exists, the Contractor will pay for the actual cost of the remeasurement. Payment for the treatment area will be based on the acreage stated in the contract.
- C.3.9.3 If remeasurement indicates that the actual acreage variance is more than 5 percent of that shown in the contract, payment for the treatment area will be based on the remeasured acreage. The cost for remeasurement will be incurred by the Government.

C.4.0 TASK ORDERS

Task orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. The CO will consider price and past performance on this and previous contracts in determining placement of task orders. The level of difficulty for each item of work ordered will be determined by the Government in accordance with the definitions in Section B.2.0.

C.5.0 PERFORMANCE TIME

The Contractor shall begin work within three (3) calendar days from the effective date of the notice to proceed for each task order issued. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Termination for Cause" clause. The Contractor shall complete all work required within the time specified in the task order.

C.6.0 PROGRESS PLAN

C.6.1 At the task order prework conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the task order performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of performance time. The unit sequence work schedule will be determined by the COR and may be subject to change because of normal variations in weather conditions at no change in performance time or price.

C.6.2 WORK SCHEDULE

- a. The work schedule will be used as a guide to measure the Contractor's performance as well as to calculate the rate of tree deliveries required to meet planting needs. If, for reasons other than adverse weather conditions, the Contractor fails to maintain his work schedule on plantable areas and the delivered trees must be destroyed because of exposure or excessive storage time, the Contractor shall be liable for the Government's full cost of the destroyed trees. That cost will be equal to the current nursery selling price, plus delivery.
- b. Work shall progress in accordance with the established schedule. If the Contractor's progress falls behind twenty (20) per cent of the established work schedule, the Contractor's right to proceed may be terminated for default if satisfactory progress is not attained within three (3) working days after receipt by the Contractor of a written notice of deficient performance.

C.7.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The "Contracting Officer's Representative (COR)" is the on-the-ground administrator for the Contracting Officer.

C.8.0 PROJECT INSPECTOR DEFINITION

"Project Inspector" means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

C.9.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

C.9.1 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

C.9.2 The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

C.10.0 NOTICE TO PROCEED

C.10.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

C.10.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

C.11.0 WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon.

C.12.0 PROSECUTION OF THE WORK

C.12.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

C.12.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

C.12.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

C.13.0 ENVIRONMENTAL INTERRUPTION OF WORK

C.13.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in

excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

C.13.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

C.14.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

C.15.0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

- a. Name of subcontractor
- b. Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

C.16.0 RESTORATION OF RESOURCES

C.16.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

C.16.2 Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

C.17.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

C.18.0 UNDOCUMENTED WORKERS

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa for entry and working in this country (8 U.S.C. § 1323-1325). If violations are suspected by the COR during the performance of work on this (these) project(s) they will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

C.19.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

C.19.1 As set forth in Title 29, Part 500 of the Code of Federal Regulations, Migrant and Seasonal Agricultural Worker Protection, the Contractor shall maintain all necessary U.S. Department of Labor registrations during the performance period of this contract. Failure to maintain a valid registration is grounds for termination of this contract.

C.19.2 In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:

- a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.
- b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.
- c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.

- d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.
- e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.
- f. Basic first aid supplies under the charge of a person trained to administer first aid.
- g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

C.20.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

If the State of Oregon requires an Oregon Farm/Forest Labor Contractor's License, then the contractor awarded this contract and all first-tier subcontractors shall be required to obtain and maintain, during the term of this contract, such a license. Contractors not having a current license will be required to furnish evidence of having obtained such license within ten (10) days after receipt of written notification of contract award. Failure to obtain, keep and maintain a current license during the term of this contract or the extension thereof shall be a basis for termination for default.

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries
Wage and Hour Division
3865 Wolverine St. NE; E-1
Salem, OR 97305-1268

Contact: Licensing Unit
Telephone: (503) 373-1463
Fax: (503) 373-7636

C.21.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

- C.21.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.
- C.21.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs.

C.22.0 TASK ORDER OMBUDSMAN

1510-52.216-70 - The task order contract ombudsman for this contract is: Stephanie Coleman, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Ave., P.O. Box 2965, Portland, OR 97208; telephone number (503) 808-6216; facsimile number (503) 808-6312; and e-mail address scoleman@blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number HAR082007, Glendale Non-Vascular Survey. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (DEC 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (4) [Reserved]

 X (5)

 X (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-6.

 (iii) Alternate II (Mar 2004) of 52.219-6.

 (6)

 (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-7.

 (iii) Alternate II (Mar 2004) of 52.219-7.

 X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

- ____(8)
 - ____(i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (15 U.S.C. 637(d)(4).
 - ____(ii) Alternate I (Oct 2001) of 52.219-9.
 - ____(iii) Alternate II (Oct 2001) of 52.219-9.
- X (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ____(10) 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).
- ____(11)
 - ____(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - ____(ii) Alternate I (June 2003) of 52.219-23.
- ____(12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____(13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). ____ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004). (15 U.S.C. 657f).
- X (15) 52.219-28, Post award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ____(17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).
- X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X (24)
 - X (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
 - ____(ii) Alternate I (Aug 2007) of 52.222-50.
- ____(25)
 - ____(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - ____(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ____(26) 52.223-15, Energy Efficiency in Energy Consuming Products (Dec 2007)
- ____(27)

- ____(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)(E.O. 13423).
- ____(ii) Alternate I (Dec 2007) of 52.223-16.
- ____(28) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ____(29)
 - ____(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169.
 - ____(ii) Alternate I (Jan 2004) of 52.225-3.
 - ____(iii) Alternate II (Jan 2004) of 52.225-3.
- ____(30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____(32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ____(33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ____(34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ____(35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ____(37) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ____(38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ____(39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ____(40)
 - ____(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - ____(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price

- Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ____(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
- ____(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
- ____(7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965 (Nov 2007), (41 U.S.C. 351, *et seq.*).
 - (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)).
Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
 - (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment –Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

SECTION D. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

- ILLUSTRATION 1- Tree Girdling
- ILLUSTRATION 2 - Mulch Installation
- ILLUSTRATION 3a - Inspection Plot Size
- ILLUSTRATION 3b - Inspection Form for Tree Planting
- ILLUSTRATION 3c - Inspection Form Instructions
- ILLUSTRATION 3d - Inspection Form for Brushing Treatments, and all other Treatments
- ILLUSTRATION 4 - Cutting Zone
- ILLUSTRATION 5 - Tree Shade Installation
- ILLUSTRATION 6 - Vexar Tube Installation
- ILLUSTRATION 7 - Notification of Completed Work
- ILLUSTRATION 8 - Tree Root Placement Applicable to 1-0, 2-0, and 3-0 Stock
- ILLUSTRATION 9 - Trees Planted in a Correct Manner
- ILLUSTRATION 10 - Trees Planted in an Improper Manner
- ILLUSTRATION 11 - Trees Planted in a Correct Manner with a Shovel, and Placement of Fertilizer Packet/Pellet
- ILLUSTRATION 12 - Road Prism Corridor
- ILLUSTRATION 13 - Correct Pruning Height
- ILLUSTRATION 14 - Pruning Diagram

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

WAGE DETERMINATION

FIRE REQUIREMENTS

VICINITY MAP

SAMPLE TASK ORDER (Awarded task orders will be system generated with similar content, but different format.)

SAMPLE PROJECT MAPS

TECHNICAL PROPOSAL OUTLINE

SECTION D

Coos Bay, Eugene, Lakeview, Medford, Prineville and Roseburg

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

It is anticipated that the following classes of service employees will be utilized in the performance of work under this contract. If employed by the Federal Government, the wage scales and fringe benefits received under 5 USC 5341 would be indicated:

<u>Labor Classification</u>		<u>Basic Rate</u>	<u>Fringe Benefits</u>
Laborer	WG-3	\$13.58	Life and Health
Foreman	WL-3	\$14.93	Insurance partly paid
Truck Driver	WG-5	\$15.80	by the Gov't
			- Retirement
			- Annual/Sick Leave

The classifications shown above are the wages that would be paid to Federal employees. They are for comparison only and not the wage rates that apply to this project.

Contractors must pay at least the prevailing minimum wage rate to laborers and mechanics on Government projects. However, if a wage determination is contained in the bid package or contract, the wage rates that are contained therein apply to the project work.

WD 77-0079 (Rev.-36) was first posted on www.wdol.gov on 06/05/2007
Forestry and Land Management Services

Forestry and Land Management Services

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

William W. Gross Division of Wage Wage Determination No: 1977-0079
Director Determinations Revision No: 36
Date Of Revision: 5/29/2007

William W. Gross Division of Wage Wage Determination No: 1977-0079
Director Determinations Revision No: 36
Date Of Revision: 5/29/2007

William W. Gross Division of Wage Wage Determination No: 1977-0079
Director Determinations Revision No: 36
Date Of Revision: 5/29/2007

State: Oregon
Area: Oregon Statewide

Area: Oregon Statewide

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contract(s) for Forestry and Logging Services.

Employed on contract(s) for Forestry and Logging Services.

OCCUPATION CODE	- TITLE	MINIMUM WAGE RATE
08010	- Brush/Precommercial Thinner	13.92
08040	- Choker Setter	14.02
08070	- Faller/Bucker	24.76
08100	- Fire Lookout	13.46
08130	- Forestry Equipment Operator	16.26
08160	- Forestry/Logging Heavy Equipment Operator	16.26
08190	- Forestry Technician	17.94
08200	- Forestry Truck Driver	14.24
08250	- General Forestry Laborer	11.22
08280	- Nursery Specialist	18.65
08310	- Slash Piler/Burner	8.95
08340	- Tree Climber	8.95
08370	- Tree Planter	12.61
08400	- Tree Planter, Mechanical	12.61

OCCUPATION CODE	- TITLE	MINIMUM WAGE RATE
08010	- Brush/Precommercial Thinner	13.92
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08340	- Tree Climber	8.95
08370	- Tree Planter	12.61
08400	- Tree Planter, Mechanical	12.61

08010	- Brush/Precommercial Thinner	13.92
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08010	- Brush/Precommercial Thinner	13.92
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08040	- Choker Setter	14.02
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08040	- Choker Setter	14.02
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08070	- Faller/Bucker	24.76
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08070	- Faller/Bucker	24.76
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08100	- Fire Lookout	13.46
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08100	- Fire Lookout	13.46
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08130	- Forestry Equipment Operator	16.26
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08130	- Forestry Equipment Operator	16.26
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08160	- Forestry/Logging Heavy Equipment Operator	16.26
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08160	- Forestry/Logging Heavy Equipment Operator	16.26
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08190	- Forestry Technician	17.94
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08190	- Forestry Technician	17.94
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08200	- Forestry Truck Driver	14.24
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08200	- Forestry Truck Driver	14.24
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08250	- General Forestry Laborer	11.22
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08250	- General Forestry Laborer	11.22
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08280	- Nursery Specialist	18.65
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08280	- Nursery Specialist	18.65
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08310	- Slash Piler/Burner	8.95
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08310	- Slash Piler/Burner	8.95
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08340	- Tree Climber	8.95
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08340	- Tree Climber	8.95
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08370	- Tree Planter	12.61
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08370	- Tree Planter	12.61
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08400	- Tree Planter, Mechanical	12.61
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08400	- Tree Planter, Mechanical	12.61
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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage

determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract. The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL)Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract.
{See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

BLM FIRE PROTECTION REQUIREMENTS

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

1. CLOSED FIRE SEASON

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- Fire tools must be on site;
- Fire extinguisher must be in all vehicles;
- Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- Only unmodified saws are to be used in the forest;
- Approved spark arresters must be on all internal combustion engines;
- Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- No smoking is permitted while working or traveling through any operations area in the forest;
- No use of explosives is permitted unless approved by the State Forester's representative;
- Permits to burn are required unless waived by a representative of the State Forester.

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as

predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

Level 2 is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

Level 3 is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

Level 4 is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

ORS. 477.066 requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

OAR. 629-43-030 requires watchmen to be:

- a. Physically capable and experienced in operating any firefighting equipment on site.
- b. On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- c. Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- d. Patrolling and visually inspecting all sites where work was done during the day.

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

KINDS OF TOOLS	NUMBER OF PERSONNEL										
	1-4	5	6	7	8	9	10	11	12	13	14
	NUMBER OF TOOLS										
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel Hoes	1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

- a. For chainsaws - 8 oz. capacity by weight.
- b. For vehicles - UL rating of at least 4 BC.

TECHNICAL PROPOSAL OUTLINE – Reforestation Services IDIQ

FIRM NAME

ADDRESS

PHONE

CONTACT NAME

A. TECHNICAL CAPABILITIES

1. Personnel Qualifications - Resumes should include a narrative description to include Offeror's familiarity with project area, work history and performance of three most recent jobs, and any related work experience. The following minimum qualifications standards shall be met:

- a. Project Leader, Supervisor - Supervises the crew and is ultimately responsible for the performance of the crew.

Minimum Requirements:

- 1) Must be capable of speaking and reading English well enough to ensure clear communications with the Project Inspector.
- 2) Demonstrates knowledge of navigating on forest roads utilizing forest transportation maps.
- 3) Demonstrates the ability to direct crews in treatment operations.
- 4) Demonstrates the ability to identify western Oregon tree, shrub, and forbs species.
- 5) Demonstrates knowledge of the region's common disease and damage indicators.

- b. Crew - *Minimum Requirements:*

- 1) Demonstrates the ability to identify western Oregon tree, shrub, and forbs species.
- 2) Demonstrates knowledge of the region's common disease and damage indicators.

2. Work Schedule Plan: Number of employees available for the contract.

3. Safety Plan

- a. Radio or phone contact for field crews.
- b. Written safety procedure plan for crew safety and emergencies.

B. PAST PERFORMANCE:

1. List references on comparable contracts completed

- a. Name of contract.
- b. Agency or entity issuing contract.
- c. Name and phone number of contact.
- d. Dates of contract period.
- e. Type of services provided.

2. Past contract performance information

- a. Defaults
- b. Claims and claim results
- c. Reworks required.
- d. Timely completion of work.

C. QUALITY CONTROL PLAN

- 1. Contractor Self-inspection Plan (Field crew inspection) – Plan for controlling quality to meet overall contract compliance.
- 2. Plan for Problems/Rework – Plan for completion of any rework.